

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/406/2021**

Renu Goyal

PRESENT ADDRESS - W/o Rohit Goyal, Resident of H. No. 387, Sector 32-A,
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Unisex Fashions

PRESENT ADDRESS - Pepe Jeans, SCO-104, Sector 17-C,
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

Renu Goyal, Atul Goyal (Advocate)

FOR THE OPPOSITE PARTY:

Unisex Fashions

DATED: 07/05/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/406/2021
Date of Institution	:	29/06/2021
Date of Decision	:	07/05/2026

the OP for her husband having MRP of 3,299/- 3,599/- 3,799/- and 3,999/- and as per offer, she paid higher amount of two jeans i.e. 3,999/- and 3,799/- = 7,798/- vide invoice dated 15.1.2021 (Annexure C-1). Thereafter, as one jean having MRP of 3,299/- was not comfortable, therefore, the complainant and her husband went to the OP for exchange of the same and selected another denim jean having MRP of 3,799/-. Since the complainant had already paid the higher amount, nothing was to be paid by her but still the OP charged difference amount of two jeans from her i.e. 3799 – 3299 = 500/- vide invoice dated 16.1.2021 (Annexure C-2). The complainant resisted the said act of the OP but to no avail. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OP, complainant has filed the instant consumer complaint seeking refund of the excess amount alongwith interest, compensation and litigation expenses.

2. In its written version, OP admitted that it had offered discounts and an offer of 'one on one' as per which complainant had to pay price of higher product and he/she would get another product of lesser value free of cost. It is further admitted that the complainant made purchase as per invoice Annexure C-1. However, it is denied that the customer was to get another product of the same price. It is further admitted that on 16.1.2022 complainant visited its premises for exchange of the product and despite the fact that same was sold under no return or exchange, OP exchanged the jean as a goodwill gesture. It is maintained that since the complainant

wanted to exchange the item of 3,299/- with that of 3,799/-, therefore, she was rightly asked to pay 500/- and as such no excess amount was charged from her. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OP and reiterated her own.

4. Parties led evidence in support of their case.

5. We have heard learned Counsels for the parties and have gone through the documents on record, including written arguments.

6. Admittedly, OP had floated a promotional scheme namely “One on One” and the complainant purchased four pair of denim jeans under the said scheme for her husband and she was charged 7,798/- for the same, as is also evident from the invoice dated 15.1.2021 (Annexure C-1). It is also not disputed that one pair of jeans having MRP of 3,299/- was subsequently exchanged by the complainant with another pair priced at 3,799/- and the OP charged additional amount of 500/- from her at the time of exchange, as is also evident from invoice (Annexure C-2).

7. The short issue involved in the present consumer complaint is whether the OP was justified in charging the additional amount of 500/- from the complainant at the time of exchange of the product.

8. In this regard, the case of the complainant is that under the

promotional scheme floated by the OP, customer was required to pay only for the higher priced product while the second product was offered free of cost if it was of the same or lesser value and since she had already paid the amount corresponding to higher valued products, i.e. 3,999/- & 3,799/-, therefore, once the exchanged product was substituted within the ambit of the promotional scheme, no further amount could legally be demanded by the OP.

9. On the other hand, defence of the OP is that the products were sold under “no return no exchange policy” and further that as the exchanged product was priced higher than the original exchanged item by 500/-, therefore, the complainant was liable to pay the differential amount.

10. However, we find no merit in the defence of the OP. If the OP chose to exchange the product, despite the same being sold to the complainant under “no return no exchange policy”, it cannot subsequently take the plea that the same was done only as a goodwill gesture. Once the OP voluntarily accepted the exchange request and issued a fresh invoice, it was bound to act fairly and not arbitrarily ask for the difference amount, especially when the exchange was made on the very next day i.e. 16.1.2021.

11. Further, the entire foundation of the promotional scheme was that one product was to be supplied free of cost alongwith another product for which the customer paid the higher price. The complainant had admittedly already paid the higher value consideration under the scheme at

the time of the original purchase. Once the OP accepted the exchange of the product, the exchanged item merely substituted the earlier product and the transaction continued to remain governed by the original promotional offer, meaning thereby after exchange of the product on 16.1.2021, the four jeans would have valued 3,999/-, 3,799/-, 3,799/- and 3,599/-. Thus, as per the scheme itself, against two higher priced jeans of 3,999/- and 3,799/- complainant was entitled to get lower priced jeans of 3,799/- and 3,599/- respectively free but still the OP illegally charged the amount of 500/- from her.

12. Moreover, OP has failed to place on record any documentary evidence to prove that the customer was entitled to get product of only lower value and not equivalent value. Not only this, OP has even failed to place on record any terms & conditions of the scheme specifically stipulating that in case of exchange, the customer would be liable to pay the differential amount between the original product and the exchanged product, despite the fact that the overall transaction was governed by the “One on One” offer. Thus, in the absence of any such disclosed condition, the act of OP in demanding and collecting additional amount of 500/- from the complainant certainly amounts to deficiency in service and unfair trade practice on its part and the present consumer complaint deserves to succeed.

13. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP is directed as

under :-

- (i) to refund the amount of 500/- to the complainant alongwith interest @6% per annum w.e.f. 16.1.2021 till the date of actual realization.
- (ii) to also pay 5,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

14. This order be complied with by the OP within 60 days from the date of receipt of its certified copy.

15. The pending application(s), if any, stands disposed of accordingly.

16. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

07/05/2026

[AMRINDER SINGH SIDHU]

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PRESIDENT

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER